



Timberlite Ltd
Unit 2 Sidings Business Park
Freightliner Road
Hull
HU3 4XA
Tel: +44 (0) 1482 609310

APPLICATION TO OPEN A CREDIT ACCOUNT

Company Title:

Accounts Address:

.....Post Code:

Full Name of Person to Contact:

Telephone Number:.....Fax Number:Email.....

Registered Office:

Company Registration Number:.....

Date Established:.....

Credit Value Required:.....

TYPE OF BUSINESS: SOLE TRADER PARTNERSHIP LIMITED COMPANY

(Please Tick Appropriately)

Names of all Directors or Partners (Addresses must be included if not a Limited Company):

1).....

2).....

3).....

Bankers Name:.....

Account Number:..... Sort Code:.....

Address:.....

Two Trade references to the value of credit required:

| | |
|------------------------|------------------------|
| Company:..... | Company:..... |
| Address:..... | Address:..... |
| | |
| Telephone Number:..... | Telephone Number:..... |
| Fax Number:..... | Fax Number:..... |

In consideration of your agreement to supply goods on credit to the Company described above applying for credit herein ('the Company') I/we the undersigned being director (s) of the Company/LLP hereby unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Company to Timberlite Limited, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by Timberlite Limited from time to time following review of the Company's credit account and note the additional terms below.

| | | |
|-----------|-----------|-----------|
| Signed: | Signed: | Signed: |
| Name: | Name: | Name: |
| Position: | Position: | Position: |
| Date: | Date: | Date: |

Please sign and return this form to andy@timberlite.biz

| OFFICIAL USE ONLY | |
|--------------------------|-------------------|
| Date Entered | Entered By |
| | |

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to **TIMBERLITE LIMITED** ("the Company") whose head office is situated at Unit 2 Sidings Business Park, Freightliner Road, Hull, HU3 4XA.

The Company fabricates conservatory roofing. All products supplied by the Company are referred to as "the goods".

1. ACCURACY OF DESCRIPTION OF GOODS AND RESPONSIBILITY FOR STATEMENTS

- a) Subject to where the goods are stated to be sold as complying with a recognised trade or industry standard all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists, quotations and other published matter are approximate only.
- b) All, if any, statements, recommendations and advice given (whether before or after the contract) by the Company's servants or agents to the Purchaser or its servants or agents as to any matter relating to the goods, are given expressly without liability on the part of the Company unless given in writing by an authorised officer of the Company in response to a specific written request from the Purchaser for advice before or at the time the contract is made. The Purchaser is responsible for all measurements drawings and specifications, whether provided by the Purchaser or produced by the Company from information supplied by the Purchaser.

2. PAYMENT

- a) Unless otherwise stated in writing, payment of the price of the goods will be cash before delivery.
- b) Time of payment is of the essence.
- c) Without prejudice to any of the rights of the Company hereunder, if the Purchaser shall fail to give all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities for forwarding the goods, or should otherwise cause or request delay, the Purchaser shall pay to the Company all costs and expenses, including any storage charges incurred or arising from such delay.
- d) Where a Purchaser has ordered goods and the Company has incurred costs in relation to the order, the Purchaser is not permitted to cancel or alter the order and is liable to pay in full for the goods so ordered.
- e) The purchaser shall not be entitled to make any deduction from the price of the goods in respect of any set-off or counterclaim unless both the validity and the amount thereof have been expressly admitted by the Company in writing.
- f) The Company shall be entitled to charge interest at the rate of 2.5% per month in respect of any overdue balance.

3. OFFER AND ACCEPTANCE

- a) A quotation does not constitute an offer to supply. All contracts are entered into by the Company on the understanding that these conditions shall apply thereto.
- b) The placing of an order shall be deemed to be subject to these standard terms and conditions which shall apply to the exclusion of any other provisions contained in any document issued by the Purchaser and, in particular, but without prejudice to the generality of the foregoing, contained in any order sent by the Purchaser.
- c) No modification or amendment of these standard terms and conditions shall be binding upon the Company unless otherwise stipulated herein or agreed to in writing by an authorised officer of the Company.

4. PROPERTY AND RISK

- a) Legal and beneficial ownership of the goods shall remain in the Company until full payment for the goods has been made as well as any other sums due to the Company under any contract made with the purchaser hereafter or until the property is vested in some other person by the operation of statute. Until ownership passes the Purchaser must keep the goods free from any charge, lien or any other encumbrance and must ensure that the goods are covered under a comprehensive insurance policy.
- b) If, while subject to the Company's beneficial ownership, the goods or any of them:
 - i. shall be so affixed to other goods (the "principal goods") that they cannot be removed without causing material change to the principal goods, or
 - ii. are intermingled with other goods in such a way that although both types of goods retain their individual characteristics (if any) it is no longer possible to distinguish between them, or
 - iii. are mixed, processed or converted into other goods so that they lose their separate identity and either become part of entirely new goods or are used in the production of such entirely new goodsthen the Purchaser shall hold such goods as result from any

combination or usage of the goods covered by i. ii. iii. above (the "mixed goods") on trust for the Company as security for the payment in full for the goods.

- c) The Purchaser (acting on its own account and not as agent for the Company) may sell or agree to sell any of the goods or the mixed goods in his possession in the routine course of trading and on normal trade terms notwithstanding that title has not then passed to the Purchaser, provided the Company has not requested their return.
- d) Where the Purchaser resells the goods or any of the mixed goods before full payment for the goods has been made, the Company's beneficial title shall attach to the proceeds of the sale (which expression in this clause includes any right to or claim for such proceeds) and the proceeds of sale shall be charged to the Company as security for the payment in full for the goods as well as any other sums due to the Company under any other contract made with the Purchaser hereafter.
- e) The Company may at any time and from time to time until title has passed in the goods require them to be returned to the Company and if this requirement is not immediately complied with may take possession of the goods and may enter any premises of the Purchaser for such purpose and may sever the goods from anything they are attached to without being responsible for any damage caused. Such return or re-taking of possession shall be without prejudice to the obligation of the Purchaser to purchase the goods. If the specific goods cannot be identified the Company's appointed representatives may remove other goods from the Purchaser's premises up to the invoice value of the unpaid goods.
- f) The Company may maintain an action for the price of the goods sold notwithstanding the property in them may not have passed to the Purchaser.
- g) Unless otherwise stated in writing, the goods shall be at the Purchaser's risk from the time of delivery or deemed delivery under Condition 5 hereof. Any property of the Purchaser which is situated at the Company's premises shall be at the purchaser's risk including materials owned by the Purchaser which the Company is cutting, drilling, shaping or fabricating on the Purchaser's instructions.

5. DELIVERY

- a) Any time or date stated for delivery is given and intended as an estimate only and shall not be of the essence.
- b) Unless otherwise stated in writing delivery shall be deemed to take place upon the occurrence of the first in time of the following:
 - i. the physical delivery of the goods to the Purchaser at the Company's premises, wherever situated, or
 - ii. the physical delivery of the goods to the Purchaser's carrier (or his agent) for the purpose of transmission to the Purchaser or his nominee, or
 - iii. the physical delivery of the goods to a good hard road nearest or the Purchaser's place of business or such other place as the Purchaser may direct by the Company's carrier, the Purchaser being responsible for unloading. The Purchaser is responsible for ensuring that adequate access is available to any premises designated by him as the place of delivery. Lack of adequate access may result in the goods not being unloaded and an additional delivery charge made to cover costs incurred by the Company.

Signature on any delivery note by any agent, employee or representative of the Purchaser shall be conclusive proof of delivery.

- c) Where the contract includes delivery by the Company's carrier or agent

- i. Any claims for non-delivery must be made in writing to the Company within five days of the date of the delivery note, invoice or advice note (whichever is the earlier).
- ii. Any claims in respect of goods damaged in transit or shortages in delivery must be made to the Company within three days of delivery. Shortages in delivery shall not give rise to a right to reject the goods delivered.
- iii. The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be a separate agreement to which all the provisions of these conditions shall apply.

- iv. In the event of any delay in delivery the Company shall not be under any liability whatsoever to the Purchaser. The expression "liability whatsoever" in these Conditions shall mean all liability of any kind including, without prejudice to the generality of the foregoing liability in contract, for negligence or under statute.

6. PRICE

The Company reserves the right to change prices, without notice. Prices applicable will be those ruling at the time of delivery or those relating to current valid quotations which have been issued in writing. Quotations are valid for 28 days. All prices charged will include value added tax at the rate ruling from

time to time.

7. GUARANTEE AND LIABILITY

- a) The Company guarantees all goods which have been manufactured by the Company against any defect of work or materials which can be proven to the Company's satisfaction to have been caused before delivery, provided that full details of any such defects are notified to the Company within fifteen working days of the defect first appearing and that, where practically possible, the goods are returned to the Company. The Company gives no guarantee in respect of goods which are not of the Company's manufacture but shall pass on to the purchaser the benefit of any guarantee obtained from the manufacturer or supplier thereof (but so that nothing shall require the Company to commence litigation proceedings against such manufacturer or supplier or to incur any material expense in respect of any such claim by the Purchaser). Where appropriate (eg in the case of roofs) it is the Purchaser's responsibility to ensure that any goods which require to be sealed to prevent the passage of water shall be sealed with an appropriate sealant.
- b) The guarantee shall be for a period of twelve months from the date of delivery and the liability of the Company shall be limited at its option to either supplying replacement goods which will be supplied subject to these standard terms and conditions or refunding a proportionate part of the price of the goods save in respect of liability for death or personal injury resulting from any negligence under any contract where such liability cannot be excluded or restricted and the Purchaser must rely on its own skill and judgement in relation to the goods, and the Company shall be under no liability whatsoever to the Purchaser for or arising out of any defect in, failure of, or unsuitability for any purpose of the goods or any part thereof whether the same be due to any omission, negligence or wilful default of the design, workmanship or materials or to any other cause whatsoever, and all conditions, warranties or other terms whether express or implied, statutory or otherwise inconsistent with provisions of the Condition are hereby expressly excluded.
- c) Any guarantee will be void if the Purchaser alters, modifies or changes the goods in any way whatsoever without the Company's written approval.

8. INFRINGEMENT OF RIGHTS

- a) The Purchaser shall indemnify the Company against loss, damage, costs and expenses suffered by the Company or to which the Company may become liable as a result of any work done in accordance with the Purchaser's specifications which involves infringement of a patent, registered design or other property right.
- b) If the Purchaser uses or sells the goods in such a manner as to infringe any such rights the Company shall not be responsible for such infringement and the Purchaser agrees to indemnify the Company from and against all liability therefrom

9. ASSIGNMENT

The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply for the benefit thereof to any other person whatsoever without the Company's prior written consent.

10. PROPER LAW

All contracts made between the Company and the Purchaser shall be governed by English Law and the Purchaser shall submit to the jurisdiction of the English Courts.

11. FORCE MAJEURE

If the Company is prevented or delayed (directly or indirectly) from delivering the goods or any part thereof or from otherwise performing the contract or any part thereof by reason of acts of God, war, embargo, riot, striking, lockout, trade dispute, fire, break-down, inclement weather, interruption of transport, Government action, delay in the Company receiving delivery of goods or materials from its suppliers or for any cause whatsoever (whether or not of like nature to those specified above) outside its control, it shall be under no liability whatsoever to the Purchaser and shall be entitled at its option either to cancel the contract or without any liability to extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented.